

FACILITY PARTNER COOPERATION AGREEMENT AND LEASE

This Agreement and Lease is made and entered into between Chelan-Douglas Health Department, (referred to herein as Facility Partner or Lessor), and the State of Washington, Health Care Authority, (referred to herein as HCA or Lessee).

PURPOSE

The HCA intends to expand access to Washington Apple Health (Medicaid) as an element of implementation of the Affordable Care Act (ACA) and the Facility Partner named above has agreed to partner with HCA to support this expansion. The purpose of this agreement is to establish the working relationship between the HCA and the Facility Partner and provide for a lease of office space from the Partner at the location specified below.

The HCA will assign one or more community-based Medical Assistance Specialists to the Facility Partner's facility to assist patients, visitors and staff who ask to have eligibility for Medicaid determined. The HCA staff will be a resource to Facility Partner staff or in-person assisters who have questions about the Medicaid program.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. NOTICES

Wherever in this Agreement written notices are to be given or made, they will be sent by email to the individual(s) listed below.

FACILITY PARTNER: (Names, email addresses, telephone numbers)

Site Primary Contact: Barry Kling, barry.kling@cdhd.wa.gov, 509-886-6480

Facility: Barry Kling, barry.kling@cdhd.wa.gov, 509-886-6480

Security: Barry Kling, barry.kling@cdhd.wa.gov, 509-886-6480

Human Resources: Barry Kling, barry.kling@cdhd.wa.gov, 509-886-6480

Information Technology: Allen Hunter, allen.hunter@cdhd.wa.gov, 509-886-6461

HCA: (Names, email addresses, telephone numbers)

Supervisor: Marilee Smith-Lorenson, Marilee.smith-lorenson@hca.wa.gov, 509-860-5590

Facility: Kelly Richters, kelly.richters@hca.wa.gov, 360-725-1307

Security: Ed Hundsnurscher, ed.hundsnurscher@hca.wa.gov, 360-725-1951

Human Resources: Jan Smallwood, jan.smallwood@hca.wa.gov, 360-725-1813

Information Technology: Sherrie Ilg, sherrie.ilg@hca.wa.gov, 360-725-1489

2. HEALTH CARE AUTHORITY RESPONSIBILITIES

Health Care Authority (HCA) is the employer of and is responsible for HCA staff whose work station is at the Facility Partner's facility. This includes the responsibility to:

- Recruit, hire, set performance expectations, evaluate and supervise the person on a day-to-day basis.

- Ensure the employee is trained in all areas of their job responsibility, use of assigned technology, and agency policies, including policies regarding discrimination, sexual harassment, drug and alcohol free workplace, and Health Information Portability and Accountability Act (HIPAA) requirements.
- Pay for and provide any ergonomic or specialized equipment that the facility is unable to provide.
- Notify the primary contact at the facility when the staff person will not be at work.
- Ensure the employee attends mandatory trainings presented by staff of the facility.
- Provide computer technology necessary to do their job.
- Review any change in location, parking, security (including card keys), and/or furnishings for staff within the campus.
- Address other responsibilities as detailed in Exhibit A, Supplemental Responsibilities, attached hereto and incorporated by reference herein.

3. FACILITY PARTNER RESPONSIBILITIES

The Facility Partner will provide the following:

- A work station(desk, file cabinet, etc.) for the HCA staff to use in the space identified. If changes need to be made to the work station, the HCA will notify and coordinate with the Facility Partner.
- A wired internet connection for the HCA terminal or laptop.
- A desk phone with access to voice mail.
- Access to mail and janitorial services.
- Access to printers, copiers, scanners, and facsimile machines.
- Notifications to HCA staff of facility-related issues (e.g., parking paving, carpet cleaning, pest control activities).

The Facility Partner will be responsible to:

- Provide an initial tour to any newly assigned HCA staff of the parts of the facility the staff will need or want access to including restrooms, and if available, bike lockers, showers, cafeteria, vending machines, fitness center, etc.
- Inform HCA supervisor if the facility requires the employee to physically move the work station to a different location on the facility campus.
- Inform HCA supervisor if the employee is required to attend training provided by the Facility Partner or any other mandatory event or meeting.
- Provide HCA employee required security and emergency training specific to the facility.
- Provide HCA employee required badge and/or keys for security based upon need and agreed upon by facility management.
- Notify the HCA staff if the facility closes due to inclement weather or some other emergency situation making it impossible to work.
- Inform the HCA staff supervisor if the employee has a medical emergency, acts in an inappropriate manner, or is suspected of not following protocol or agreed upon policy or behaviors.
- Make available on an occasional basis a confidential meeting space for conversations with the employee's supervisor.
- Address other responsibilities as detailed in Exhibit A, Supplemental Responsibilities, attached hereto and incorporated by reference herein.

The Facility Partner is not responsible to:

- Pay any of the costs for recruitment, hiring and maintaining an HCA staff person other than what has been explicitly agreed to in this agreement.
- Pay for any specialized equipment that is not part of this agreement.

4. LEASED PREMISES

The Facility Partner hereby leases to HCA the following described work location:

Common Street Address of the Premise: 200 Valley Mall Parkway, East Wenatchee WA 98802

Open Hours of Premise: 8am to 5pm M-Th

Common Description of the Designated Work Space (hereafter "Space"): Cubicle in shared workspace with desk and side chair, conference room nearby for use.

5. TERM

Occupancy of the space shall be effective beginning 01/01/2014 and continue through 12/31/2018, or unless terminated sooner as provided herein.

6. RENTAL RATE

The Facility Partner is providing the space detailed above at no cost to HCA. The HCA shall not make alterations, attach fixtures, erect additions, structures or signs in or on the Premises without the express written permission of the Facility Partner. Financial responsibility for changes to the space will be agreed upon in advance and documented in writing.

7. EXPENSES

During the term of this Lease, the Facility Partner and HCA will work cooperatively if/when additional expenses are incurred by the Facility Partner related to the HCA's use of the identified work space. The HCA will negotiate with the Facility Partner in good faith to compensate the Facility Partner for such additional expenses through direct payment to a vendor or reimbursement to the Facility Partner.

8. MAINTENANCE AND REPAIR

The Facility Partner shall maintain the premises in good order and tenantable condition during the continuance of this Lease, except in case of damage arising from the negligence HCA's clients, agents or employees. For the purposes of maintaining and repairing the premises, the Facility Partner reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs. The Facility Partner's maintenance and repair obligations shall include, but not be limited to, the mechanical, electrical, interior lighting (including replacement of ballasts, starters and fluorescent tubes as required), plumbing, heating, ventilating and air-conditioning systems (including replacement of filters as recommended in equipment service manual); floor coverings; window coverings; elevators, including communications systems; inside and outside walls (including windows and entrance and exit doors); all structural portions of the building (including the roof and the watertight integrity of same); porches, stairways; sidewalks; exterior lighting; parking lot (including

snow removal, cleaning and restriping as required); wheel bumpers; drainage; landscaping and continuous satisfaction of all governmental requirements generally applicable to similar office buildings in the area (example: fire, building, energy codes, indoor air quality and requirements to provide architecturally barrier-free premises for persons with disabilities, etc.).

9. ASSIGNMENT/SUBLEASE

HCA may not assign this Lease or sublet the premises without the prior written consent of the Facility Partner, which consent shall not be unreasonably withheld. HCA shall not permit the use of the premises by anyone other than the designated HCA employee, such assignee or sublessee, and the employees, agents and servants of the Lessee, assignee, or sublessee.

10. RENEWAL/CANCELLATION

The Lease may be renegotiated for additional terms.

Either party may cancel this lease with 60 days advance written notification to the other party.

11. COMPLIANCE WITH STATE/FEDERAL LAWS

The Facility Partner is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect to the Leased Premises.

12. NO GUARANTEES

It is understood that no guarantees, express or implied, representations, promises or statements have been made by HCA unless endorsed herein in writing. Any amendment or modification of this Lease must be in writing and signed by both parties.

13. REIMBURSEMENT FOR DAMAGE TO PREMISES

HCA hereby agrees to reimburse the Facility Partner for damages caused by the negligence of its employees, clients and agents, to the extent it is vicariously liable therefore, but in no event shall this paragraph be construed as diminishing the Facility Partner's duty to make repairs for normal wear and tear of the facility and space occupied by HCA.

14. HAZARDOUS SUBSTANCES

The Facility Partner warrants to his/her knowledge that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of, or is or has been kept in the space hereby leased, which if found in the space would subject the owner or user to any damages, penalty, or liability under any applicable local, state or federal law or regulation.

The Facility Partner shall indemnify and hold harmless the Lessee with respect to any and all damages, costs, attorneys' fees, and penalties arising from the presence of any hazardous or toxic substances on the premises, except for such substances as may be placed on the premises by the Lessee.

15. HOLD HARMLESS

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from and negligent or intentional act or omission to the extent allowable by law of that party's employees, agents, and/or authorized subcontractor(s) while performing this contract. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice. Provided, if RCW 4.24.115 applies to any such claims, this indemnification shall not apply to any injury or damages caused by or resulting from the sole negligence of the other party, its agents, or employees; further, if any injuries or damages are caused by or resulting from the concurrent negligence of one party, its agents, or employees and the other party, its agents, its subcontractors of any tier or its employees, this indemnity obligation is valid and enforceable only to the extent of the negligence of the other party, its agents, subcontractors of any tier or employees. The parties expressly waive, for purposes of this indemnification only, any immunity it may have for any claims pursuant to Title 51 RCW. This waiver has been mutually negotiated between the parties. This indemnity shall survive the termination of this Lease.

IN WITNESS WHEREOF, the parties subscribe their names.

FACILITY PARTNER NAME
CHELAN-DOUGLAS HEALTH DEPARTMENT

By: 

Title: Administrator

Date: 1/6/14

STATE OF WASHINGTON
HEALTH CARE AUTHORITY

By: 

Title: Deputy Director

Date: 1/3/14

EXHIBIT A
SUPPLEMENTAL HUMAN RESOURCES RESPONSIBILITIES
CHELAN-DOUGLAS HEALTH DEPARTMENT

In addition to the responsibilities set forth in the body of the Agreement, the parties have agreed to the following conditions:

Immunizations

The immunizations listed below must be administered before the HCA employee begins work at the facility, or a titer test demonstrating immunity must be conducted. HCA will provide a conditional offer of employment to the successful candidate and will arrange with the Facility Partner for the employee to provide an immunization record to the Facility Partner before the HCA employee's first day of employment. The Facility Partner cannot provide any necessary titer tests or vaccinations.

REQUIRED IMMUNIZATIONS:

2 Measles, Mumps, and Rubella (MMR)
Tetanus, Diphtheria, and Acellular Pertussis (Tdap)
2 Varicella
Annual Influenza

Tuberculosis Screening

The HCA employee must pass 2 TB tests before working in the facility. The TB test can be administered by the Facility Partner for \$30 each, or documentation of negative TB tests must be provided to the Facility Partner. If the TB tests are positive, an exam and chest x-ray will be required. The exam can be administered by the Facility Partner for \$25-\$43 (depending on circumstances) and the chest x-ray can be administered by the Facility Partner for \$57, or documentation of a negative chest x-ray must be provided to the Facility Partner. If the HCA employee is determined to have active TB, they will not be allowed to work in the facility until treated and released by their primary health care provider.

Background Checks

HCA will conduct a Washington State Patrol (WATCH) criminal history background check on the employee before a conditional offer is made. The Facility Partner does not require any additional background checks.

Name Tags/Badges/Building Access

The Facility Partner will provide to the HCA employee any keys necessary to access the workspace.

Personnel Policies

The HCA employee is required to comply with all HCA policies, including but not limited to policies regarding harassment and discrimination, ethics, personal conduct, HIPAA, confidentiality, and drug and alcohol-free workplace. HCA will ensure that the HCA employee is also apprised of, complies with, and signs the Facility Partner's Confidentiality Agreement, Dress Code, and Sexual Harassment policies.

I-9 Forms

The Facility Partner will process the HCA employee's I-9 form within three days of employment and provide the original document to the HCA Human Resources office.

Parking

Free on-site parking is available to the HCA employee.

Smoking/Tobacco Use

HCA will ensure that the HCA employee complies with the Facility Partner's tobacco/smoking policy.

Amenities

The Facility Partner will make the staff lunch room and/or break areas available to the HCA employee.